

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		11/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MSC Group, Inc.		
Street Address:	841 Prudential Drive		
Internal Address:	Suite 900		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32207		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2873412	PROVIDING A BETTER CHOICE	
Registration Number:	3243252	MSC COMP PROCESSING SERVICES	
Registration Number:	3794080	MSC	
Registration Number:	3678818	MSC CARE MANAGEMENT	
Registration Number:	3986252	O OPTIMAL CARE TRANSPORTATION & TRANSLAT	
Registration Number:	3677700	WE'RE ON IT	
Registration Number:	4062290	MSC EQUIPMENT & DEVICE MANAGEMENT	
Registration Number:	4058664	MSC CATASTROPHIC & HOME HEALTH SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-2000		

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Email: rob.soneson@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: 300 N. LaSalle
Address Line 2: Rob Soneson
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	40087-97
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NAME OF SUBMITTER:	Rob Soneson
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Signature:	/rsoneson/
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Date:	11/27/2013
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Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of November 27, 2013 (“Effective Date”) by and between **Jefferies Finance LLC**, a Delaware limited liability company, with its principal office at 520 Madison Avenue, New York, New York 10022 (“Grantee”), and **MSC Group, Inc.**, a Delaware corporation, with its principal office at 841 Prudential Drive, Suite 900, Jacksonville, Florida 32207 (“Grantor”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated August 17, 2012 (the “Trademark Security Agreement”), Grantor granted to Grantee a continuing security interest in and to all of Grantor’s right, title and interest in and to all of the Trademark Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, together with the goodwill associated therewith (collectively, the “Released Trademarks”);

WHEREAS, Grantor and Grantee entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Pledge and Security Agreement by and between Grantor and Grantee dated August 17, 2012 (the “Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (“PTO”) on August 17, 2012, at Reel 4844, Frame 0085;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

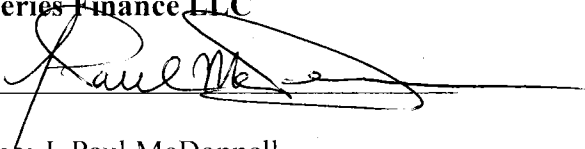
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Released Trademarks.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

Jefferies Finance LLC






A handwritten signature in dark ink, appearing to read "J. Paul McDonnell", is written over a horizontal line. The signature is stylized with a large initial "J" and "M".

Name: J. Paul McDonnell

Title: Managing Director

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Registration Number/Serial Number	Registration Date/Filing Date
MSC Group, Inc.	PROVIDING A BETTER CHOICE	76/476345/ 2873412	12.18.2002/08.17.2004
MSC Group, Inc.	MSC COMP PROCESSING SERVICES	76/632090/ 3243252	02.24.2005/05.22.2007
MSC Group, Inc.		77/582559/ 3794080	09.30.2008/05.25.2010
MSC Group, Inc.		77/582570/ 3678818	09.30.2008/09.08.2009
MSC Group, Inc.		77/724249/ 3986252	04.28.2009/06.28.2011
MSC Group, Inc.	WE'RE ON IT	77/574364/ 3677700	09.19.2008/09.01.2009
MSC Group, Inc.	 MSC EQUIPMENT & DEVICE MANAGEMENT)	85/147648/ 4062290	10.07.2010/11.29.2011
MSC Group, Inc.	 (MSC CATASTROPHIC & HOME HEALTH SERVICES)	85/148770/ 4058664	10.08.2010/11.22.2011